

MEMORANDUM OF AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA
MINISTRY OF ATTORNEY GENERAL
COURT SERVICES BRANCH
(As represented by the BC Public Service Agency)**

(THE PROVINCE)

AND

THE BC GOVERNMENT AND SERVICE EMPLOYEES' UNION

(THE BCGEU)

REGARDING

**ASSIGNMENT TO THE BARGAINING UNIT OF
OFFICE OF THE CHIEF JUDGE, JUSTICE CENTRE COURT CLERK
AUXILIARY EMPLOYEES**

The Province and the BCGEU (the Parties) agree to the following terms for the assignment to the bargaining unit of Office of the Chief Judge, Justice Centre Court Clerk, Auxiliary Schedule A, Court Clerk positions and their incumbent employees:

1. The positions and incumbents covered by this agreement are:
 - (a) Rachel An, Auxiliary Court Clerk R13, position #00113651, employee #151132
 - (b) Deborah Canosa, Auxiliary Court Clerk R13, position #00113651, employee #105218
 - (b) Kathy Quon, Auxiliary Court Clerk R13, position #00113651, employee #013663
2. The incumbents are hereinafter referred to as "the Employees."
3. The auxiliary positions and incumbents will be assigned to the bargaining unit effective June 9, 2019.
4. The Employees' status will change June 9, 2019, from excluded Schedule A to BCGEU member, with all the rights and responsibilities thereof, including the remittance of union dues in accordance with Article 4 of the Main Agreement.
5. The Union agrees to waive the recovery of any union dues between June 9, 2019 and the pay period when the job record changes are made to the system.

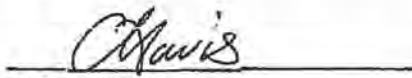
6. The Employees' job classification, duties, salary, increment date, and auxiliary assignment end date will not change upon reassignment to the bargaining unit.
7. The Employees assigned to the bargaining unit will be credited hours worked from their most recent start date in the Schedule A positions, as auxiliary service seniority in the bargaining unit.
8. The hours in (7) above will be credited towards any outstanding probation requirements and applications available to auxiliary employees under the Main Agreement, including Article 31 and the applicable Component Agreement.
9. The Employees currently participating in the excluded employee Flexible Benefits Program (the Flex Plan) will remain eligible to do so until December 31, 2019.
10. Item #9 above represents a one-time exception to the Flex Plan eligibility rules. Beyond this exception, the Employees' continued ability to participate in the Flex Plan after December 31, 2019 will be subject to the plan's eligibility rules.
11. The Employees' access to the Exclusion Supplementary Sick Leave Bank ends effective the end of the workday, June 7, 2019.
12. Other than the exceptions noted above, effective June 9, 2019 the Employees will be subject to the terms and conditions of employment outlined in the Main Agreement and applicable Component Agreement.
13. The Parties enter into this agreement on a without-prejudice or precedent basis.

Signed on behalf of the BCGEU:

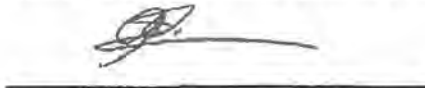


Paula Dribnenki
Staff Representative, BCGEU

Signed on behalf of the Province:



Christy Howis
Senior Labour Relations Specialist, BCPSA



Angela Vilella, Executive Director
Ministry of Attorney General

Dated in Victoria, British Columbia MONTH June 7th 2019.